
CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By:MR/rm
BID NO.: 04-042

Date Issued: MARCH 16, 2004
Page 1 of 24

FORMAL INVITATION FOR BIDS
REMOVAL AND REPLACEMENT OF STAGE FLOOR AT THE LILA COCKRELL THEATRE

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **APRIL 9, 2004**.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____ % _____ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

___ Non-minority ___ Hispanic ___ African-American ___ Other Minority (specify) _____

___ Female Owned ___ Handicapped Owned ___ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ___ Partnership ___ Corporation ___ Sole Proprietorship ___ Other (specify) _____

Tax Identification Number: _____ Social Security Number: _____ - _____ - _____

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Low Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder’s response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all

without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter “IFB”). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City’s use of Vendor’s name, trademarks and Vendor provided materials in City’s presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City’s contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE:

The City of San Antonio is soliciting bids for a contractor to furnish labor, materials, and equipment for the removal, salvage and replacement of the existing stage floor at the Lila Cockrell Theatre in accordance with specifications listed herein. This replacement is necessary due to the age and condition of the existing stage floor.

GENERAL:

This job, in accordance to the attached specifications and drawing, includes, but may not be limited to, all work to provide the following:

1. Approximately 7,200 Sq. Ft. Tongue & Groove Edge Grain Yellow Pine Planking delivered in sufficient time in advanced to installation to acclimate to the humidity levels present in the stage area of the theatre.
2. Demolition, salvage, and disposal of existing stage floor.
3. Salvage of existing sound dampening material.
4. Installation of new stage floor and replacement of salvaged sound dampening material.
5. Sanding, finishing and painting of new stage floor.

GENERAL REQUIREMENTS:

- A. Contractor shall have all required insurance's such as worker compensation, property and auto liability with limits as shown herein and hold all proper and current licenses and bonds. In addition contractor is responsible for obtaining all required permits and inspections as required by Development Services, 1901 S. Alamo, San Antonio, Texas.
- B. The contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall construct in the best and most workmanlike manner the complete construction and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid invitation.
- C. Unless specified to the contrary, all material used shall be new and of the best kinds and grades specified, and all workmanship shall be up to the best recognized standards known to the various trades.
- D. MEASUREMENTS: Before ordering any material or doing any work the Contractor shall verify all required measurements and shall be responsible for the correctness of same. No exchanges or compensation will be allowed on account of differences. Drawing in Attachment 2 is provided to show relative position of stage equipment and is not to scale.
- E. PROTECTION OF WORK AND PROPERTY: The contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. The contractor at his expense, shall protect and be responsible for any damage to adjacent buildings, property, damaged grass/turf,

other landscape vegetation, etc. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Contractor will provide temporary fences, barricades, coverings, or other protection as needed and required.

- F. The contractor shall furnish and pay for all means of removing all trash and debris generated by his work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the building or surrounding areas. Upon completion of the work, the construction area shall be left clean and free of any and all trash, scraps, cartons, etc. as deemed acceptable to Convention Facilities.
- G. The contractor shall furnish to the owner a one-year written guarantee before final acceptance and is to be effective from the date of acceptance. Any work found to be defective due to workmanship and/or material shall be repaired or replaced by contractor at no cost to owner.
- H. A pre-bid conference is scheduled for March 25, 2004, 10:00 AM CST. Although attendance is not mandatory, it is highly suggested in order to inspect the facility and requests clarifications to the bid.
- I. INSPECTIONS: The Convention Facilities Department will periodically monitor the work and accomplish an inspection after completion of work for final approval and release. These inspections are in addition to the regular building inspections performed by Developmental Services that are required. Contractor shall request inspections at least one working day prior to the desired day of inspection. The schedule of Convention Facilities Department inspections are as follows:
 - a. Upon delivery of pine planking.
 - b. Upon tear-out of existing stage floor.
 - c. During removal and storage of sound dampening material.
 - d. After Floor Preparation.
 - e. After placement of Screeds.
 - f. During replacement of existing sound dampening material.
 - g. After placement of each sub-floor plywood with felt.
 - h. After finished planked floor is laid and before painting.
 - i. After each coat of paint has dried before next application of paint.
 - j. After completion of all work and clean-up following removal of all contractor's equipment.
- J. PROJECT SCHEDULE: The Convention Facilities Department is requiring the project to be initiated and completed within the time period beginning August 20, 2004 and ending September 17, 2004.
 - a. Delays
Should Contractor encounter unforeseen delays due to any cause, Contractor shall advise City immediately, by submitting a written notice to Al Lomas, Assistant Director of Convention Facilities, at 200 East Market San Antonio Texas 78205, clearly stating the cause for the anticipated delay and the additional time expected to complete the project. The City may, in its sole discretion, authorize an extension of time for completion of the work, but shall not be required to do so. City shall notify Contractor in writing, whether an extension will be granted. The Director or Assistant Director of Convention Facilities shall be the only person with authority to grant an extension. An extension granted by any other person shall be deemed without authority or effect.

- K. COMPLETION: Upon completion the contractor will supply owner with the following:
- a. Contractor's warranty / guarantee for entire project for one year from date of the Final Inspection or the date the City began use of the facility, whichever is earlier, manufacturer's warranties and maintenance guidelines, including any extended warranties past one year, copies of all required Building Inspections approved Permit Final Inspection forms.
 - b. All other items as specified elsewhere in the specifications or plans.
 - c. Spare parts, paint, wood, other materials and any other items removed during demolition and requested or specified for salvage for owner use.
- L. PAYMENTS: Contractor will be paid in two installments:
- a. Delivery of pine planking material (Price Schedule Item 1).
 - b. Completion of the remainder of the contract (Price Schedule Item 2).
- M. LIST OF LICENSED TRADES/PROFESSIONS:
- Fill out this following section. List all trades / professions which require a license by the City of San Antonio, State or the U.S. governments to perform work specified for this project. List includes, but is not limited to the following:
1. Electricians
 2. Plumbers
 3. Licensed Irrigators
 4. Pesticide Applicators
 5. HVAC Technicians
 6. Water Well Drillers
 7. Street Barricade Operators
 8. Boiler Operators
 9. Elevator Operators
 10. Hazardous Materials
 11. Backflow Testers
 12. HAZMAT Abatement Contractor

LIST OF LICENSED TRADES & PROFESSIONS
BY CONTRACTOR OR SUBCONTRACTOR

Licensed Trade or Profession

Name of Contractor/Subcontractor Company

Name of License Holder & License Number

Address of Company

City / State / Zip of Company

Licensed Trade or Profession

Name of Contractor/Subcontractor Company

Name of License Holder & License Number

Address of Company

City / State / Zip of Company

Licensed Trade or Profession

Name of Contractor/Subcontractor Company

Name of License Holder & License Number

Address of Company

City / State / Zip of Company

Licensed Trade or Profession

Name of Contractor/Subcontractor Company

Name of License Holder & License Number

Address of Company

City / State / Zip of Company

N. INSURANCE REQUIREMENTS:

The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- *Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

BOND REQUIREMENTS:**Performance Bond:**

Contractor shall provide a performance bond as security for completion of the contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety.

Payment Bond:

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Bonds to be furnished within (10) ten calendar days of notification.

SPECIFICATIONS:

Work on plans and in specifications includes, but may not be limited to, all work to provide, install or perform these following items:

1. Supply and deliver approximately 7,200 Sq. Ft. Tongue & Groove Edge Grain Yellow Pine Planking.
 - a. Planking shall have no voids or knots.
 - b. Planking to be 2 ¼ inch wide.
 - c. Planking to be ¾ inch thick.
 - d. Actual amount of required material to be determined by contractor in quantities sufficient to complete job.
 - e. Material to be delivered and stored in the wing of the stage area to acclimate to humidity levels of the stage area in accordance with supplier specifications.
 - f. Samples of material to be available to department within 4 calendar days after request.
2. Removal and salvage of existing stage floor:
 - a. Removal of MDF board sheets screwed on pine layer.
 - b. Removal of Pine top layer & salvage requested components.
 - c. Removal of 1 plywood layer and salvage requested components..
 - d. Removal of felt.
 - e. Removal of 2 X 4 inch screeds & salvage requested components.
 - f. Note construction of raised deck section of the stage front in order to duplicate with new installation.
3. Salvage and reuse existing door opening thresholds and perimeter angle iron.
 - a. Replace thresholds if worn.

4. Salvage for re-use existing in-stage lighting electrical connection boxes.
5. Salvage existing sound dampening material.
6. Installation of:
 - a. New 2X4 inch screeds placed 8 inches on center.
 - i. Reconstruct front stage platform as noted in demolition.
 - ii. Screeds to run front to back in reference to the stage
 - iii. Screeds to be placed on felt and have felt on top side (upper and lower faces)
 1. felt to be 15 pound
 - b. Construction of stage floor panels.
 - i. Floor install will have slight variation at front of stage as compared to current stage Floor.
 - ii. Blake Rothstein may be contacted at 207-8564 for clarification
 - c. Replacement of salvaged sound dampening material placed between screeds.
 - d. 1 layer of $\frac{3}{4}$ inch CDX plywood:
 - 15 pound felt underlayment between plywood and screeds and overlaid between plywood and pine planking.
 - e. Top layer of stage floor to be Tongue & Groove Edge Grain Yellow Pine Planking.
 - i. Planking material to be run stage left to stage right.
 - ii. Secure top layer using industry standards for hardwood floor installation, including but not limited to nails, staples, adhesives, and other construction materials.
7. Surface preparation for paint:
 - a. Cover and mask off first 12 rows of theatre seating. Contractor to ensure that paint is not sprayed in order to avoid damage to theatre equipment and property.
 - b. Final layer to be sanded level dusted and prepared for paint. Contractor to minimize dust proliferation to the extent possible.
 - c. Mask any areas that may come into contact with paint that is not to be painted. Existing walls are finished with a theatrical-lighting paint and cannot be cleaned, touched-upped, or repaired if contaminated with grease, excessive dust, paint or other material.
8. Painting:
 - a. Paint to be high quality water based paint.
 - b. A minimum of two rolled coats is required.
 - i. Ensure proper drying time between coat applications.
 - c. Color to be flat black with non-reflective finish.
 - d. Paint to be rolled on. Paint is not to be sprayed.
 - e. Distribution of paint to be even over surface with no visible holidays or puddles of excess paint.
 - f. Do not clear coat.

9. Replace salvaged door opening thresholds.

Workers' Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (4) obtain from each other person with whom it contracts, and provide to the contractor:

- (a) a certificate of coverage, prior to the other person beginning work on the project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Notes:

1. Solid Oak sill downstage facing seating area to remain.
2. Convention Facilities personnel to assist with salvaging and reapplication of sound dampening material.
3. Convention Facilities personnel to arrange for removal and reinstallation of electrical and sound equipment and racks. In-floor Electrical boxes to be salvaged and reinstalled by Contractor.
4. Materials and labor to route electrical and sound equipment wire and conduit to be supplied by Convention Facilities Department.
5. Work to begin no earlier than August 20, 2004.
6. Work to be completed no later than September 17, 2004.
7. Additional electrical conduits to be installed by Convention Facilities Staff during the time of screed placement and before sound dampening material are replaced.
8. Convention Facilities will provide a maximum of three parking spaces for the period of time which work is performed by contractor. Only vehicles that are covered by the contractor's insurance which meet the requirements of this bid document will be allowed to park in this area.
9. The City of San Antonio will award this contract to one firm only.

Contact Persons:

For technical questions, please contact Blake Rothstein at (210) 207-8564. For additional information contact Marc Ripley, Buyer at (210) 207-4050.

PRICE SCHEDULE

ITEM 1:

Hardwood pine tongue and groove planking in quantities sufficient to complete work, according to bid specifications, general requirements, and drawings.

PRICE: \$ _____ Complete

ITEM 2:

Contractor shall furnish all labor, materials, and equipment to remove and replace the Lila Cockrell Theatre stage floor, according to bid specifications, general requirements, and drawings. Work is to be provided during the time frame of August 20, 2004 and ending September 17, 2004.

PRICE: \$ _____ Complete

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

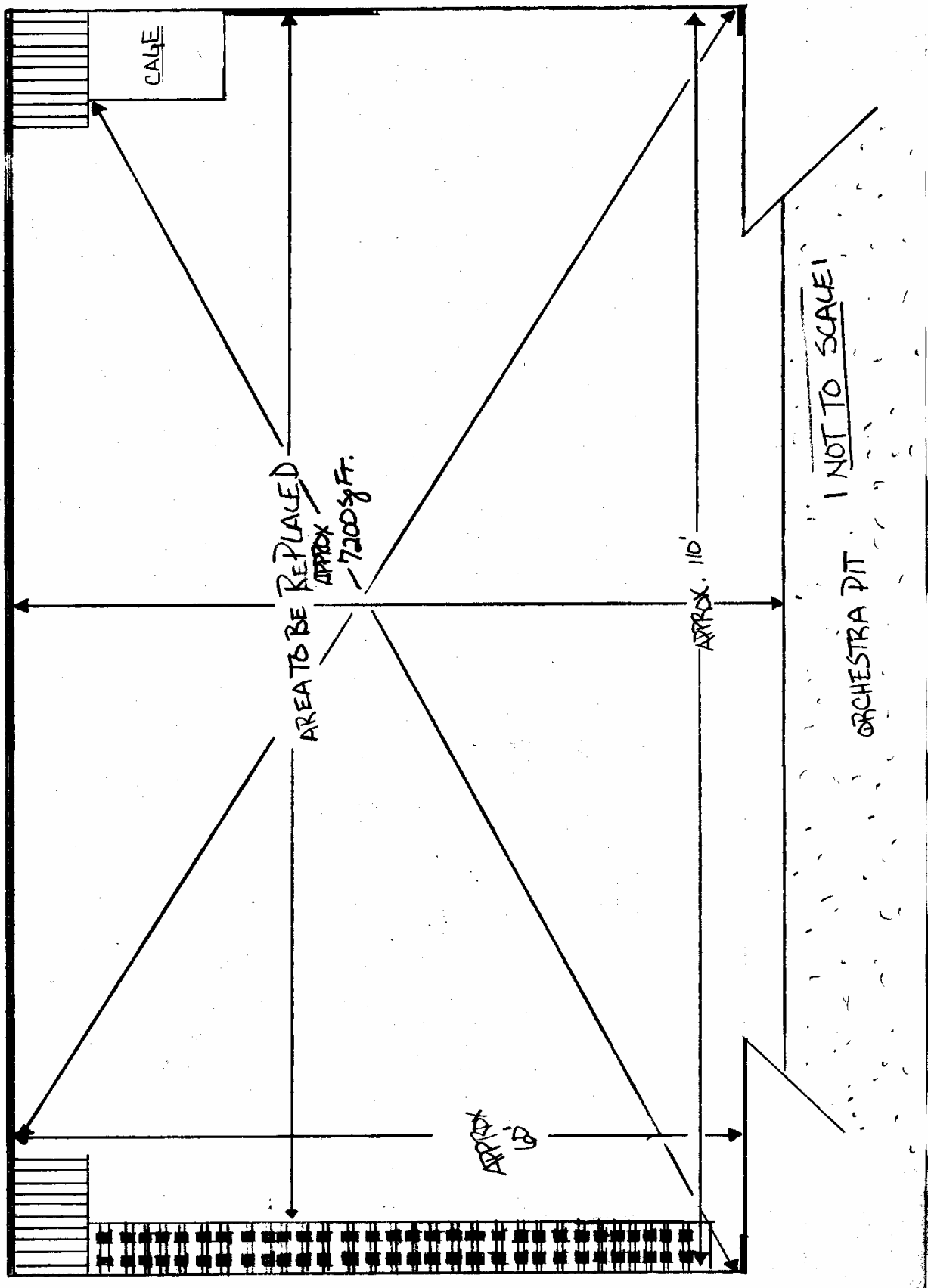
PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID FOR REMOVAL AND REPLACEMENT OF STAGE FLOOR AT
THE LILA COCKRELL THEATRE"
BIDS TO BE OPENED: 2:00 P.M., APRIL 09, 2004
BID NO. 04-042

REMARKS:

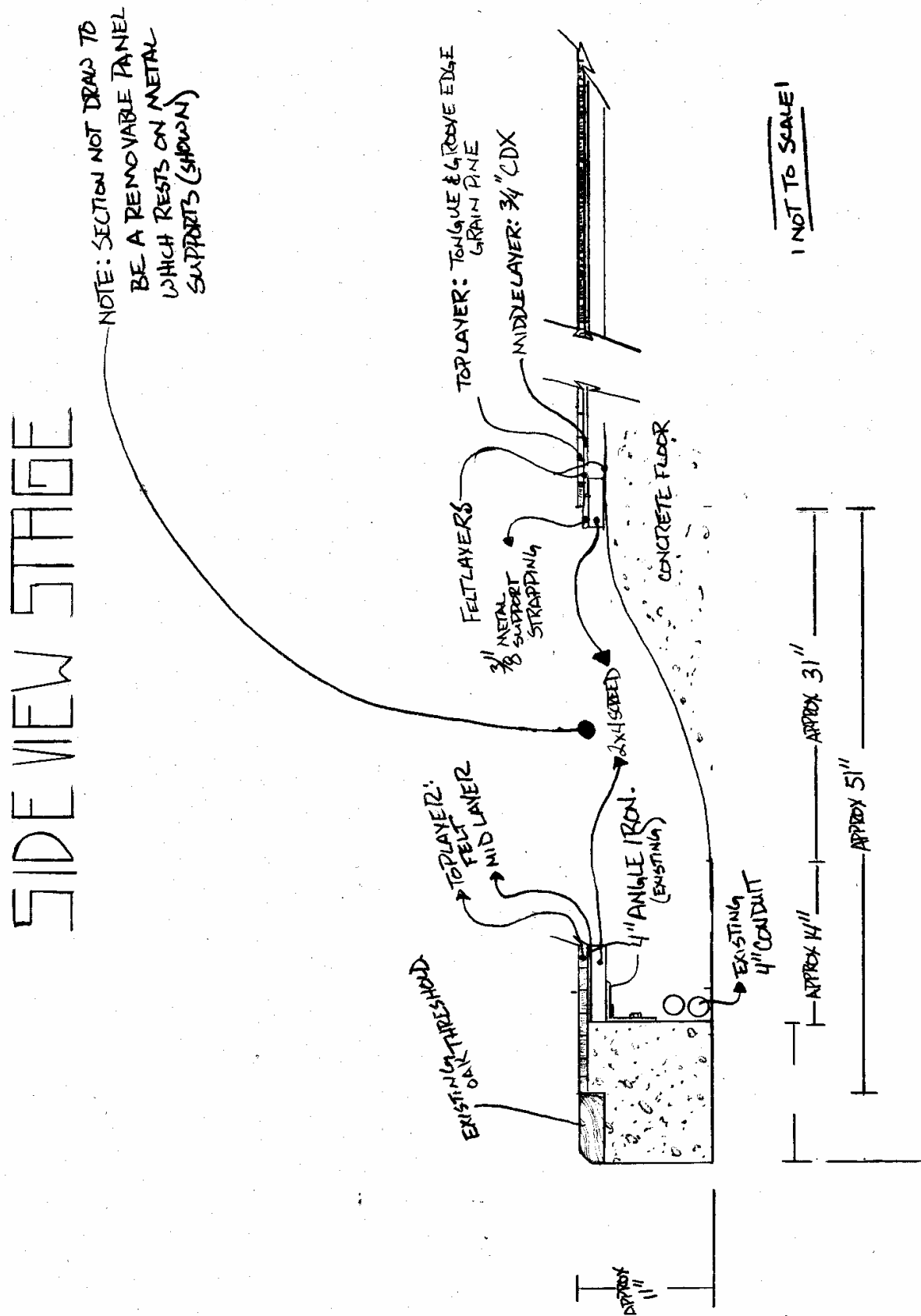
Stage Attachment Page 1 of 3

LILA FLOOR PLAN



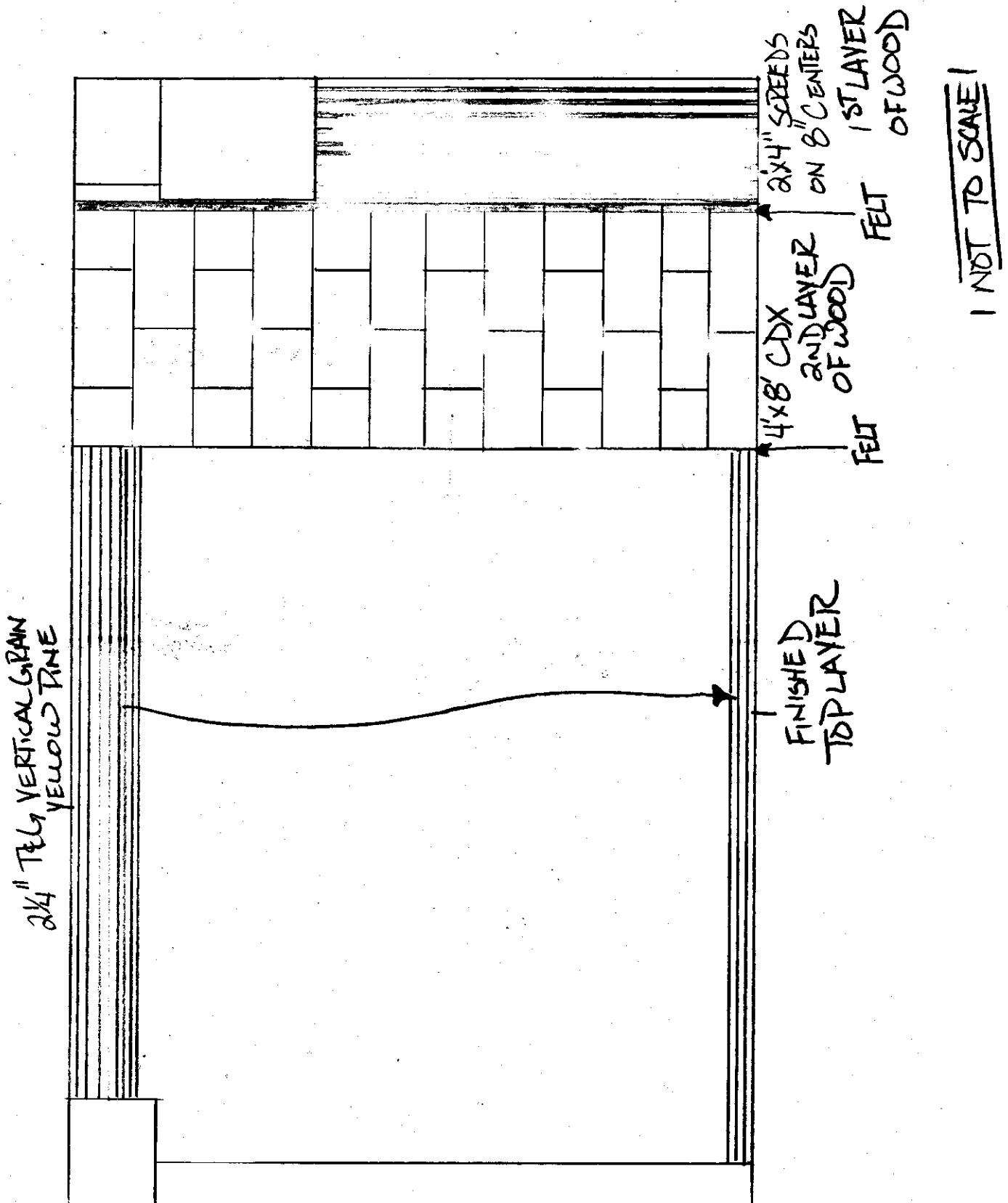
Not to scale. Drawing provided to show layout of stage floor. Contractor is to measure on site.

Stage Attachment Page 2 of 3



Not to scale. Drawing provided to show layout of stage floor. Contractor is to measure on site.

Stage Drawing Attachment 3 of 3



Not to scale. Drawing provided to show layout of stage floor. Contractor is to measure on site.